

RECORDATION NO.

DEC 22 1972 - 8 40 AM

INTERSTATE COMMERCE COMMISSION

6815-C
Filed & Recorded

Amendment Agreement dated as of December 4, 1972, among General Electric Company (hereinafter called the Builder), First Western Bank and Trust Company, as Trustee under Trust Agreement No. 2 dated as of November 1, 1972, with First National Bank in St. Louis (hereinafter called the Vendee), and Burlington Northern Inc. (hereinafter called the Railroad).

WHEREAS the Builder, the Railroad and the Vendee have entered into a Conditional Sale Agreement No. 2 dated as of November 1, 1972, as amended by an Amendment Agreement dated as of November 30, 1972 (hereinafter called the Conditional Sale Agreement), covering the sale of 16 locomotives;

WHEREAS the Vendee and the Railroad have entered into a Lease of Railroad Equipment No. 2 dated as of November 1, 1972, as amended by an Amendment Agreement dated as of November 30, 1972 (hereinafter called the Lease); and

WHEREAS the parties hereto now desire to further amend the Conditional Sale Agreement and the Lease so that, among other things, they will cover 30 locomotives;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Annex B to the Conditional Sale Agreement and

Schedule A to the Lease are hereby amended to change the description of the locomotives subject thereto as provided in Exhibit 1 hereto.

2. The Conditional Sale Agreement is hereby amended so as to delete the phrase "and the Conditional Sale Agreement referred to in Item 5 of Annex A hereto" in the first paragraph of Article 4 thereof and so as to delete all references to the Other Agreement contained in said Article 4, and Item 5 to Annex A to the Conditional Sale Agreement is hereby deleted.

3. In the next to the last sentence in the fourth paragraph of Article 4 of the Conditional Sale Agreement, 72.4875702% shall be changed to read 72.48725702%.

4. The first paragraph of § 3 of the Lease is hereby deleted and the following shall be substituted:

The Lessee agrees to pay to the Lessor as rental for each Unit subject to this Lease one interim payment on January 15, 1973, and 30 consecutive semiannual payments, payable on January 15 and July 15 in each year commencing with July 15, 1973 (or if such date is not a business day, on the next succeeding business day). The interim payment shall be in an amount equal to 1.22500% of the Purchase Price (as defined in the Security Documents) of each Unit subject to this Lease; and the next 30 semiannual payments shall each be in an amount equal to 4.20417% of the Purchase Price of each such Unit.

5. The last sentence of the second paragraph of § 3 of the Lease is hereby deleted and the following shall be substituted:

As soon as practicable after January 15, 1973, the Lessor will, out of such balance, if any, from the interim payment retain an amount equal to .87% of the Purchase Price (as defined in the Security Documents) and then pay to the Lessee any amounts remaining from such balance.

6. A new paragraph shall be added at the end of § 17 of the Lease to read as follows:

The Lessee understands that the rental rates under this Lease have been calculated on the basis of the Lessor being able to depreciate the Units down to 0% over the "class lives" of the Units prescribed in accordance with Section 167(m) of the Code. In the event that the Internal Revenue Service determines that a salvage value is required to be established so that the Lessor cannot depreciate the Purchase Price of the Units over such "class lives" period down to 0% and the Lessor is only able to depreciate the Units down to 5% of the Purchase Price, the Lessee agrees, upon written request of the Lessor, to purchase noninterest bearing certificates of deposit from the Beneficiary maturing on

July 15, 1988 (hereinafter called CD's) in the amounts and on the dates specified below:

January 15, 1981	\$106,313
January 15, 1982	117,127
January 15, 1983	39,060;

provided, however, in lieu of making such purchases, the Lessee may, at its option, on January 15, 1981, pay to the Lessor the present value discounted at 12% per annum of an amount equal to interest at the rate of 12% per annum on the principal amount of CD's, compounded annually, from the respective dates on which the Lessee would otherwise have been required to purchase such CD's to July 15, 1988, on the respective principal amounts of CD's which the Lessee would otherwise have been required to purchase. If the determination of the Internal Revenue Service is made after any of the dates on which the Lessee would be required to purchase CD's or make such alternative payment, in lieu of the obligation of the Lessee to make such purchase or payment in respect of the date or dates which preceded such determination by the Internal Revenue Service, the Lessee shall be obligated, within ten days after receipt of such written request of the Lessor, (a) to purchase CD's in an amount equal to the deficiency

required to be paid by the Beneficiary to the Internal Revenue Service by reason of such determination by the Internal Revenue Service or, at the option of the Lessee, to pay to the Lessor the present value discounted at 12% per annum of an amount equal to interest at the rate of 12% per annum, compounded annually, from the date of such request to July 15, 1988, on the principal amount of CD's which the Lessee would otherwise have been required to purchase and (b) to pay to the Lessor an amount equal to any penalties and interest required to be paid by the Beneficiary in respect of such deficiency.

If the Internal Revenue Service determines that the Purchase Price of the Units is depreciable over the aforesaid "class lives" period to a percentage below 5% but higher than 0%, it is understood and agreed that the respective principal amounts of CD's referred to in the table in the preceding paragraph required to be purchased by the Lessee or in respect of which the Lessee elects to make the alternative payment, shall be reduced to such amount as, in the reasonable judgment of the Beneficiary, will provide the Beneficiary with the same anticipated rate of return on its investment in the Units as it would have had if the Beneficiary had been entitled to depreciate

the Purchase Price of the Units down to 0% over the aforesaid "class lives" period.

7. The Railroad will promptly cause this Amendment Agreement to be filed, recorded, and deposited in like manner as the Conditional Sale Agreement and the Lease.

8. Except as amended hereby, the Conditional Sale Agreement and the Lease shall remain unaltered and in full force and effect.

9. This Amendment Agreement may be executed in counterparts and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

GENERAL ELECTRIC COMPANY,

by

Manager--Marketing, Loco-
motive Products Department

[Corporate Seal]

Attest:

Assistant Secretary

8N

FIRST WESTERN BANK AND TRUST
COMPANY, as Trustee under
Trust Agreement No. 2 dated as
of November 1, 1972,

by

Vice President

Trust Officer

[Corporate Seal]

Attest:

Assistant Secretary

BURLINGTON NORTHERN INC.,

by

WK Bush
Vice President

[Corporate Seal]

Attest:

Adams
Asst Secretary

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ERIE,)

On this day of December 1972, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Manager-- Marketing, Locomotive Products Department of General Electric Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was a free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission expires:

STATE OF CALIFORNIA,)
) ss.:
COUNTY OF SAN FRANCISCO,)

On this day of December 1972, before me personally appeared and

, to me personally known, who, being by me duly sworn, says that each is a Vice President or Trust Officer of First Western Bank and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and each acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

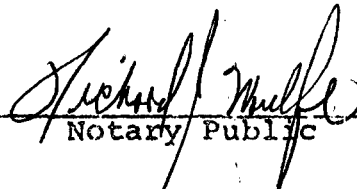
Notary Public

[NOTARIAL SEAL]

My Commission expires:

STATE OF MINNESOTA,)
) ss.:
COUNTY OF RAMSEY,)

On this 15 day of December 1972, before me personally appeared W.K. Bush, to me personally known, who, being by me duly sworn, says that he is a Vice President of Burlington Northern Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[NOTARIAL SEAL]

My Commission expires:

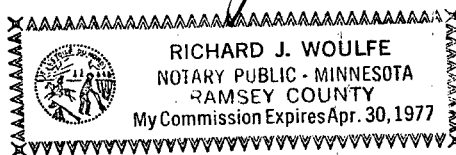


EXHIBIT 1

Type	Builder's Specifications	Builder's Plant	Quantity	Lessee's Road Numbers (Inclusive)	Unit Base Price	Total Base Price	Time and Place of Delivery
3000 HP Model U30C diesel locomotives	3390D	Erie, Pennsylvania	6	5335- 5340	\$332,671	\$1,996,026	Prior to December 31, 1972 at Cicero, Illinois
			9	5341- 5349	328,996	2,960,964	
			3	5350- 5352	329,286	987,858	
			12	5353- 5364	369,136	4,429,632	
			<u>30</u>			<u>\$10,374,480</u>	

Amendment Agreement dated as of December 4, 1972, among General Electric Company (hereinafter called the Builder), First Western Bank and Trust Company, as Trustee under Trust Agreement No. 2 dated as of November 1, 1972, with First National Bank in St. Louis (hereinafter called the Vendee), and Burlington Northern Inc. (hereinafter called the Railroad).

WHEREAS the Builder, the Railroad and the Vendee have entered into a Conditional Sale Agreement No. 2 dated as of November 1, 1972, as amended by an Amendment Agreement dated as of November 30, 1972 (hereinafter called the Conditional Sale Agreement), covering the sale of 16 locomotives;

WHEREAS the Vendee and the Railroad have entered into a Lease of Railroad Equipment No. 2 dated as of November 1, 1972, as amended by an Amendment Agreement dated as of November 30, 1972 (hereinafter called the Lease); and

WHEREAS the parties hereto now desire to further amend the Conditional Sale Agreement and the Lease so that, among other things, they will cover 30 locomotives;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Annex B to the Conditional Sale Agreement and

Schedule A to the Lease are hereby amended to change the description of the locomotives subject thereto as provided in Exhibit 1 hereto.

2. The Conditional Sale Agreement is hereby amended so as to delete the phrase "and the Conditional Sale Agreement referred to in Item 5 of Annex A hereto" in the first paragraph of Article 4 thereof and so as to delete all references to the Other Agreement contained in said Article 4, and Item 5 to Annex A to the Conditional Sale Agreement is hereby deleted.

3. In the next to the last sentence in the fourth paragraph of Article 4 of the Conditional Sale Agreement, 72.4875702% shall be changed to read 72.48725702%.

4. The first paragraph of § 3 of the Lease is hereby deleted and the following shall be substituted:

The Lessee agrees to pay to the Lessor as rental for each Unit subject to this Lease one interim payment on January 15, 1973, and 30 consecutive semiannual payments, payable on January 15 and July 15 in each year commencing with July 15, 1973 (or if such date is not a business day, on the next succeeding business day). The interim payment shall be in an amount equal to 1.22500% of the Purchase Price (as defined in the Security Documents) of each Unit subject to this Lease; and the next 30 semiannual payments shall each be in an amount equal to 4.20417% of the Purchase Price of each such Unit.

5. The last sentence of the second paragraph of § 3 of the Lease is hereby deleted and the following shall be substituted:

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6. A new paragraph shall be added at the end of § 17 of the Lease to read as follows:

The Lessee understands that the rental rates under this Lease have been calculated on the basis of the Lessor being able to depreciate the Units down to 0% over the "class lives" of the Units prescribed in accordance with Section 167(m) of the Code. In the event that the Internal Revenue Service determines that a salvage value is required to be established so that the Lessor cannot depreciate the Purchase Price of the Units over such "class lives" period down to 0% and the Lessor is only able to depreciate the Units down to 5% of the Purchase Price, the Lessee agrees, upon written request of the Lessor, to purchase noninterest bearing certificates of deposit from the Beneficiary maturing on

July 15, 1988 (hereinafter called CD's) in the amounts and on the dates specified below:

January 15, 1981	\$106,313
January 15, 1982	117,127
January 15, 1983	39,060;

provided, however, in lieu of making such purchases, the Lessee may, at its option, on January 15, 1981, pay to the Lessor the present value discounted at 12% per annum of an amount equal to interest at the rate of 12% per annum on the principal amount of CD's, compounded annually, from the respective dates on which the Lessee would otherwise have been required to purchase such CD's to July 15, 1988, on the respective principal amounts of CD's which the Lessee would otherwise have been required to purchase. If the determination of the Internal Revenue Service is made after any of the dates on which the Lessee would be required to purchase CD's or make such alternative payment, in lieu of the obligation of the Lessee to make such purchase or payment in respect of the date or dates which preceded such determination by the Internal Revenue Service, the Lessee shall be obligated, within ten days after receipt of such written request of the Lessor, (a) to purchase CD's in an amount equal to the deficiency

required to be paid by the Beneficiary to the Internal Revenue Service by reason of such determination by the Internal Revenue Service or, at the option of the Lessee, to pay to the Lessor the present value discounted at 12% per annum of an amount equal to interest at the rate of 12% per annum, compounded annually, from the date of such request to July 15, 1988, on the principal amount of CD's which the Lessee would otherwise have been required to purchase and (b) to pay to the Lessor an amount equal to any penalties and interest required to be paid by the Beneficiary in respect of such deficiency.

If the Internal Revenue Service determines that the Purchase Price of the Units is depreciable over the aforesaid "class lives" period to a percentage below 5% but higher than 0%, it is understood and agreed that the respective principal amounts of CD's referred to in the table in the preceding paragraph required to be purchased by the Lessee or in respect of which the Lessee elects to make the alternative payment, shall be reduced to such amount as, in the reasonable judgment of the Beneficiary, will provide the Beneficiary with the same anticipated rate of return on its investment in the Units as it would have had if the Beneficiary had been entitled to depreciate

the Purchase Price of the Units down to 0% over the aforesaid "class lives" period.

7. The Railroad will promptly cause this Amendment Agreement to be filed, recorded, and deposited in like manner as the Conditional Sale Agreement and the Lease.

8. Except as amended hereby, the Conditional Sale Agreement and the Lease shall remain unaltered and in full force and effect.

9. This Amendment Agreement may be executed in counterparts and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

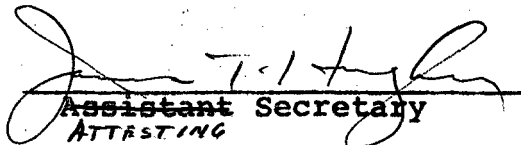
GENERAL ELECTRIC COMPANY,

by


 Manager--Marketing, Locomotive Products Department

[Corporate Seal]

Attest:


 Assistant Secretary
 ATTESTING

FIRST WESTERN BANK AND TRUST
COMPANY, as Trustee under
Trust Agreement No. 2 dated as
of November 1, 1972,

by

Vice President

Trust Officer

[Corporate Seal]

Attest:

Assistant Secretary

BURLINGTON NORTHERN INC.,

by

Vice President

[Corporate Seal]

Attest:

Secretary

COMMONWEALTH OF PENNSYLVANIA,))
COUNTY OF ERIE,) ss.:

On this 12th day of December 1972, before me personally appeared C.S. Bressler, to me personally known, who, being by me duly sworn, says that he is Manager--Marketing, Locomotive Products Department of General Electric Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was a free act and deed of said corporation.

Margaret M. Frew
Notary Public

[NOTARIAL SEAL]

My Commission expires:

MARGARET M. FREW, Notary Public
Erie, Erie Co., Pa.
My Commission Expires June 7, 1976

STATE OF CALIFORNIA,)
) ss.:
COUNTY OF SAN FRANCISCO,)

On this day of December 1972, before me person-
ally appeared and

, to me personally known, who, being by me duly sworn, says that each is a Vice President or Trust Officer of First Western Bank and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and each acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission expires:

STATE OF MINNESOTA,)
) ss.:
COUNTY OF RAMSEY,)

On this day of December 1972, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of Burlington Northern Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission expires:

EXHIBIT 1

Type	Builder's Specifications	Builder's Plant	Quantity	Lessee's Road Numbers (Inclusive)	Unit Base Price	Total Base Price	Time and Place of Delivery
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provided, however, in lieu of making such purchases, the Lessee may, at its option, on January 15, 1981, pay to the Lessor the present value discounted at 12% per annum of an amount equal to interest at the rate of 12% per annum on the principal amount of CD's, compounded annually, from the respective dates on which the Lessee would otherwise have been required to purchase such CD's to July 15, 1988, on the respective principal amounts of CD's which the Lessee would otherwise have been required to purchase. If the determination of the Internal Revenue Service is made after any of the dates on which the Lessee would be required to purchase CD's or make such alternative payment, in lieu of the obligation of the Lessee to make such purchase or payment in respect of the date or dates which preceded such determination by the Internal Revenue Service, the Lessee shall be obligated, within ten days after receipt of such written request of the Lessor, (a) to purchase CD's in an amount equal to the deficiency

required to be paid by the Beneficiary to the Internal Revenue Service by reason of such determination by the Internal Revenue Service or, at the option of the Lessee, to pay to the Lessor the present value discounted at 12% per annum of an amount equal to interest at the rate of 12% per annum, compounded annually, from the date of such request to July 15, 1988, on the principal amount of CD's which the Lessee would otherwise have been required to purchase and (b) to pay to the Lessor an amount equal to any penalties and interest required to be paid by the Beneficiary in respect of such deficiency.

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the Purchase Price of the Units down to 0% over the aforesaid "class lives" period.

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9. This Amendment Agreement may be executed in counterparts and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

GENERAL ELECTRIC COMPANY,

by

Manager--Marketing, Loco-
motive Products Department

[Corporate Seal]

Attest:

Assistant Secretary

by

~~Vice President~~

Trust Officer

Howard B. McElhatton
Assistant Secretary

by

Vice President

Attest:

Secretary

COMMONWEALTH OF PENNSYLVANIA,))
COUNTY OF ERIE,) ss.:

On this day of December 1972, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Manager-- Marketing, Locomotive Products Department of General Electric Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was a free act and deed of said corporation.

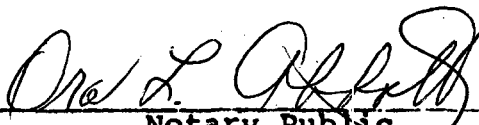
Notary Public

[NOTARIAL SEAL]

My Commission expires:

STATE OF CALIFORNIA,)
)
COUNTY OF SAN FRANCISCO,) ss.:

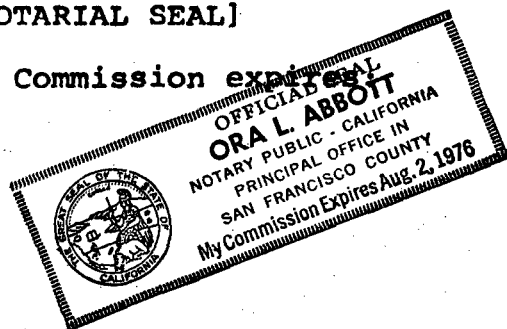
On this 19th day of December 1972, before me personally appeared J. M. KNOWLES and PETER M. CHASE , to me personally known, who, being by me duly sworn, says that each is a Vice President or Trust Officer of First Western Bank and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and each acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[NOTARIAL SEAL]

My Commission expires



STATE OF MINNESOTA,)

COUNTY OF RAMSEY,)

On this day of December 1972, before me person-

, to me personally

known, who, being by me duly sworn, says that he is a Vice President of Burlington Northern Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission expires:

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